

INTERLOCAL AGREEMENT BETWEEN DODGE COUNTY, NEBRASKA AND
WASHINGTON COUNTY, NEBRASKA, FOR THE HOUSING OF INMATES IN THE
WASHINGTON COUNTY JAIL

THIS INTERLOCAL AGREEMENT is made and entered into on this ____ day of _____, 2023, by and between Dodge County, Nebraska, hereinafter referred to as Dodge County, and Washington County, Nebraska, hereinafter referred to as Washington County, each party having been duly organized and now existing under the laws of the State of Nebraska. The effective date of this contract shall be _____, 2023.

WITNESSETH:

WHEREAS, Dodge County, Nebraska and Washington County, Nebraska are authorized by law to have charge and custody of County Jails and their inmates, respectively; and

WHEREAS, Dodge County, wishes to designate the Washington County Jail as a place of confinement for the incarceration of one or more Dodge County inmates lawfully, detained and/or committed to its custody; and

WHEREAS, Washington County Jail is desirous of accepting and keeping custody of such inmate(s) in the Washington County Jail for a rate of compensation mutually agreed upon by the parties hereto; and

WHEREAS, Nebraska Interlocal Cooperation Act §13-801 through §13-827 R.R.S. Neb. and other Nebraska laws, as amended, authorize any county to contract with any other county to perform any governmental service, activity or undertaking which each contracting county is authorized by law to perform; and

WHEREAS, the governing bodies of each of the parties hereto have determined to enter into this Agreement as authorized and provided for by Nebraska Revised Statutes 13-801, et. seq. and Nebraska laws, as amended; and

WHEREAS, this Interlocal Agreement permits the two counties to make the most efficient use of their taxing authority and other powers by enabling the two counties to cooperate on a basis of mutual advantage and thereby providing services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of the two counties, and

NOW, THEREFORE, in consideration of the above and foregoing recitals, the payments to be made, the mutual promises and covenants herein contained, and for other good and valuable consideration the parties hereto agree as follows:

1. GOVERNING LAW

The parties hereto agree that, except where expressly otherwise provided, the laws and administrative rules and regulations of the State of Nebraska shall govern in any matter relating to an inmate or inmates confined pursuant to this Agreement.

2. DURATION

This Agreement shall enter into full force and effect immediately upon ratification by both the Dodge County and Washington County Board of Supervisors and end after two years on February __, 2025, subject to earlier termination as provided by Section 3 herein. This Agreement shall be renewed automatically for like successive periods subject to rate adjustments as provided by Section 6 herein.

3. TERMINATION

This agreement shall not be terminated for two years by either party except in response to a Court order from a court of competent jurisdiction or as indicated in the following paragraphs. Washington County agrees that it will give first priority to accepting Dodge County inmates after Washington County inmates. Washington County will not accept inmates from other jurisdictions unless all Dodge County inmates have been accommodated in the Washington County Jail or with appropriate placement.

agreement both parties will At any time, should Dodge County directly transport, or elect to utilize any third party for transportation of inmates, Dodge County shall assume all responsibility of the care, custody and control of any said inmates while under the custody of Dodge County, or any such third party transportation provider. Washington County shall continue to maintain the care, custody and control of inmates only while under Washington County custody of said inmates and not under or during any transportation by any entity other than Washington County. Washington County shall, to the best of its ability, assume any and all responsibility for the transportation of inmates in its custody, as previously agreed to and directed for within the subsequent provisions of this agreement.

Upon the expiration of the two year term of this agreement it shall automatically be renewed under the same terms unless either party notifies the other in writing at least six months prior to the expiration of this agreement (on or before _____) of that party's intention not to renew this agreement for another term.

In the event a court ruling in a court of competent jurisdiction, a change in jail standards, and/or an extraordinary circumstance would substantially change the cost of housing inmates, Washington County reserves the right, at any time during this contract, to renegotiate the daily rate of housing an inmate or terminating this agreement if an agreement cannot be reached.

In the event this agreement is terminated by either party or expires after notice is given, the rate of compensation will revert to the standard and customary rate being charged by Washington County at that time. Any remaining property will be returned to the County that

owns said property.

4. MAILING ADDRESSES

All notices, reports, and correspondence to the respective parties of this Agreement shall be sent to the following:

Washington County	Washington County Corrections 1555 Colfax St. Blair, NE 68008 ITEM: _____
Primary Contact Person	Washington County Jail Administrator
Secondary Contact	Washington County Sheriff
Dodge County	Chairman, Jail Committee % Dodge County Clerk 435 North Park Fremont, Nebraska 68025 EMAIL:?
Primary Contact Persons:	Dodge County Sheriff
Secondary Contact Persons:	Jail Committee Chairman and The Dodge County Attorney

Notices mailed shall be deemed given on the date mailed. The parties shall notify each other in writing of any change of address.

5. DEFINITIONS

The parties hereby agree that the following terms shall have the specified meanings unless indicated otherwise herein:

(a) Day. One prisoner day shall be each day or portion thereof which a prisoner appears in custody on the jail management system. The count shall be conducted by the jail management system and Dodge County shall be charged for each prisoner who is detained in the Washington County Jail on a charge and/or conviction from Dodge County. If the prisoner has a pending charge and/or conviction from more than one jurisdiction, the cost for that prisoner shall be divided proportionately. It shall be the responsibility of Dodge County to collect any prorated share in the event a prisoner is arrested in Dodge County and has pending charges and/or convictions in another county. In the event that Dodge County arrests an individual that has an out-of-state warrant and said individual needs to be lodged pending a possible extradition and/or transfer, Dodge County will be charged the normal daily rate pursuant to this agreement.

6. COMPENSATION

(a) Rates. Washington County agrees to accept and house Dodge County's inmates for compensation per inmate at the rate agreed to in Exhibit "A", which is attached and incorporated herein. (also see #12 below). The parties agree that Washington County will not charge a separate booking fee in addition to such rate. The date of booking into the Washington County Jail of Dodge County inmates, no matter how little time of a twenty-four (24) hour day it constitutes, shall count as one day, and shall be billed to Dodge County as a day of custody in Washington County. The day of release shall not be billed to Dodge County.

(b) Annual Rate Adjustments. Washington County agrees to notify Dodge County annually, in April or as soon as is available as to what the rates will be for the following year. Unless otherwise notified, the effective date of any annual rate adjustment shall be July 1st. This rate adjustment shall be a straight 2% to be reviewed in 2025. The first rate adjustment will be July 1, 2024__.

If a new rate cannot be agreed upon by July 1st, either County will have the option of terminating this agreement, with 180 days notice.

(d) Billing and Payment. Washington County agrees to provide Dodge County with an itemized bill listing all names of inmates who are housed, the number of days housed (including the date and time of booking and date and time of release), and the dollar amount due for each. Washington County agrees to provide said bill by the 10th of each month. Dodge County agrees to make payment to Washington County within 30 days of receipt of such bill for the amount billed for the previous calendar month.

7. RIGHT OF INSPECTION

Dodge County shall have the right to inspect, at all reasonable times, all Washington County facilities in which inmates of Dodge County are confined in order to determine if such jail maintains standards of confinement acceptable to Dodge County and that such inmates therein are treated equally regardless of race, religion, color, creed, national origin, or sex; provided, however, that Washington County shall be obligated to manage, maintain and operate its facilities consistent with all applicable federal, state and local laws and regulations.

8. FURLOUGHS, PASSES, AND WORK RELEASE

Washington County agrees that no early releases or alternatives to incarceration, including furlough, passes, electronic home detention or work release shall be granted to any inmate housed pursuant to this Agreement without written authorization by the committing court.

9. INMATE ACCOUNTS

Washington County shall establish and maintain an account for each inmate received from Dodge County and shall credit to such account all money which is received from or on behalf of such inmate and shall make disbursements, debiting such accounts in accurate amounts

for the inmate's personal needs. Disbursements shall be made in limited amounts as are reasonably necessary for personal maintenance. The Director of the Washington County Jail shall be accountable to Dodge County for such inmate funds. At either the termination of this Agreement, the inmate's death, release from incarceration, transfer to another correctional facility, or return to either Dodge County or indefinite release to the court, the inmate's money shall be transferred to the inmate.

10. INMATE PROPERTY

Washington County will be responsible to secure inmates personal property and return same to the inmates upon release, whether such release occurs in Dodge County or Washington County.

11. RESPONSIBILITY FOR OFFENDER'S CUSTODY

It shall be the responsibility of Washington County to confine the inmate or inmates; to provide treatment, including the furnishing of sustenance and all necessary medical and hospital services and supplies; to provide for the inmates' physical needs; to make available to them programs and/or treatment consistent with the individual needs; to retain them in said custody; to supervise them; to maintain proper discipline and control; to make certain that they receive no special privileges and that the sentence and orders of the committing court in the State are faithfully executed; provided that nothing herein contained shall be construed to require Washington County, or any of its agents to provide service, treatment, facilities or programs for any inmates confined pursuant to this Agreement, which it does not provide for similar inmates not confined pursuant to this Agreement. Nothing herein shall be construed as to require Washington County to provide services, treatment, facilities or programs to Dodge County inmates above, beyond or in addition to that required by applicable law.

12. MEDICAL SERVICES

(a) Inmates shall receive such medical, psychiatric and dental treatment when emergent and necessary to safeguard their health while housed in the Washington County Jail. Washington County shall provide or arrange for the providing of such medical, psychiatric and dental services. Except for routine minor medical services provided by medical personnel employed by or contracted with Washington County within the Washington County Jail, Dodge County shall pay directly or reimburse Washington County for any and all costs associated with the delivery of any emergency and/or major medical service provided to the Dodge County Inmates. Dodge County shall be responsible for any and all medical, psychiatric and dental treatment provided outside of the Washington County Jail and shall be billed therefore.

(b) Dodge County shall be responsible for payment of any and all prescription medications and/or over the counter medications as prescribed and/or administered to the inmate being housed on behalf of Dodge County. These costs include any medications prescribed or provided by medical personnel employed by or contracted with Washington County and/or any medications prescribed or provided by an outside medical provider.

(c) An adequate record of all such services shall be kept by Washington County for Dodge County to review at its request, to the extent consistent with confidentiality regulations. Any medical or dental services of major consequence shall be reported to Dodge County as soon as time permits.

(d) Should medical, psychiatric or dental services require hospitalization, Dodge County agrees to compensate Washington County dollar for dollar any amount expended or cost incurred in providing the same; provided that, except in emergencies, Dodge County will be notified by contacting the Dodge County Board of Corrections Chairman and the Dodge County Attorney at 402-727-2725, prior to the inmate's transfer to a hospital, if and when circumstances allow, or as soon afterward as practicable.

(e) Washington County will be responsible for providing security and adequate supervision of any Dodge County inmate while out of the Washington County jail for medical purposes. Dodge County shall reimburse Washington County for any and all costs of providing security and supervision if such security and supervision is required over six hours.

(f) Should the need for any dental, medical, psychiatric, prescription, or other emergency or necessity arise on behalf of any Dodge County inmate, Washington County agrees to exhaust all reasonable efforts in determining whether or not the inmate has any available health, dental or other available insurance to cover such inmates needs prior to billing Dodge County for any such expense.

13. DISCIPLINE

Washington County shall have physical control over and power to execute disciplinary authority over all inmates of Dodge County. However, nothing contained herein shall be construed to authorize or permit the imposition of a type of discipline prohibited by applicable law.

14. RECORDS AND REPORTS

(a) Washington County shall keep all necessary and pertinent records concerning Dodge County inmates in the manner mutually agreed upon by the parties hereto. During an inmate's confinement in Washington County Jail, Dodge County shall, as allowed by law and upon request be entitled to receive and be furnished with copies of any report or records associated with said inmate(s) incarceration in a timely manner.

(b) The Director of the Washington County Jail agrees to meet, with timely notice, with the Dodge County Board Jail Committee to provide in person reports to Dodge County upon the request of the Dodge County Jail Committee Chairperson or at meetings of the Dodge County Board of Supervisors. Additionally, the Washington County Jail agrees to provide at least an **annual report to the Dodge County Board of Supervisors.**

(c) Washington County **agrees to provide a daily listing of the Dodge County inmates being housed in the Washington County Jail** for the benefit of the Dodge County Attorney's

Office and the Dodge County Courts. This daily listing shall be delivered via electronic mail or fax at the locations determined by the Dodge County Attorney.

15. REMOVAL FROM JAIL

An inmate of Dodge County legally confined in Washington County shall not be removed from there by any person without written authorization from Dodge County or by order of any court having jurisdiction. Washington County agrees that no early releases or alternatives to incarceration including furloughs, passes, work release, work crews or electronic home detention shall be granted to any inmate without written authorization from the committing court. This paragraph shall not apply to an emergency necessitating the immediate removal of the inmate of medical, psychiatric, dental treatment or other catastrophic condition presenting an eminent danger to the safety of the inmate or to the inmates or personnel of Washington County. In the event of any such emergency removal, Washington County shall inform Dodge County of the whereabouts of the inmate or inmates so removed at the earliest practicable time, and shall exercise all reasonable care for the safe keeping and custody of such inmate or inmates.

16. TECHNOLOGY EFFORTS

Both parties agree that they shall cooperate and spend reasonable funds to allow for video conferencing capabilities from the Washington County Jail to the Courtrooms in Dodge County and to facilitate video conferencing between Dodge County inmates and the inmate's attorneys. The use of this technology will reduce the need for transporting inmates for court appearances and expenses to Dodge County for Attorney travel time.

17. ESCAPES

In the event any Dodge County inmate escapes from Washington County's custody, Washington County will use all reasonable means to recapture the inmate. The escape shall be reported immediately to the Dodge County Sheriff and Dodge County Attorney. Washington County shall have the primary responsibility for and authority to direct the pursuit and retaking of the inmate or inmates within its own territory. Any cost in connection therewith shall be chargeable to and borne by Washington County; however, Washington County shall not be required to expend unreasonable amount to pursue and return inmates from other counties, states, or countries.

18. DEATH OF AN INMATE

(a) In the event of the death of a Dodge County inmate, the Washington County coroner shall be notified. Dodge County shall receive copies of any records made at or in connection with such notification.

(b) Washington County shall immediately notify Dodge County of the death of an inmate, furnish information as requested and follow the instruction of Dodge County with regard to the disposition of the body. In the case of an unattended death, suspicious death or criminal case, the Washington County Coroner would have authority over the deceased and would

coordinate with local law enforcement to finish the investigation prior to the release of the deceased inmate. Dodge County hereby designates the Dodge County Attorney the official authorized to request information from and provide instructions to Washington County regarding deceased inmates. The body shall not be released except on written order of said appropriate official of Dodge County. Written notice shall be provided within three (3) days of receipt by Dodge County of notice of such death. All expenses relative to any necessary preparation of the body and shipment charges shall be paid by Dodge County. With Dodge County's consent, Washington County may arrange for burial and all matters related or incidental thereto, and all such expenses shall be paid by Dodge County and shall not affect the liability of any relative or other persons for the disposition of the deceased or for any expenses connected therewith.

(c) Dodge County shall receive a certified copy of the death certificate for any of its inmates who die while in Washington County custody.

19. HOLD HARMLESS AND INDEMNIFICATION

Washington County agrees to hold harmless, indemnify and defend Dodge County, its officers, agents and employees, from and against any and all claims, losses or liability for injuries, sickness or death of persons, or damage to property arising out of any willful misconduct or negligent act, error or omission of Washington County, its officers, agents or employees, in connection with the services required by the Agreement, provided, however, that:

(a) Washington County's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the willful misconduct or negligence of Dodge County, its officers, agents or employees or sub-consultants; and

(b) Washington County's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the willful misconduct of a third party other than an officer, agent or employee of Washington County, and shall apply only to the extent of the degree of negligence or willful misconduct of Washington County.

(c) Washington County will provide to Dodge County continuous proof of Washington County's Workers' Compensation insurance coverage as required by the State of Nebraska; and Commercial General Liability insurance, Law Enforcement Liability insurance, and Automobile Liability insurance coverages in the minimum amount of \$1,000,000 (one million) any person per occurrence and maximum coverage of \$5,000,000 (five million) each occurrence.

Dodge County agrees to hold harmless, indemnify and defend Washington County, its officers, agents and employees, from and against any and all claims, losses or liability for injuries, sickness or death of persons, or damage to property arising out of any willful misconduct or negligent act, error or omission of Dodge County, its officers, agents or employees, in connection with the services required by the Agreement, provided, however, that

(d) Dodge County's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, or damage caused by or resulting from the willful misconduct or negligence of Washington County, its officers, agents or employees or sub-consultants; and

(e) Dodge County's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death, or damage caused by or resulting from the willful misconduct of a third party other than an officer, agent or employee of Dodge County, and shall apply only to the extent of the degree of negligence or willful misconduct of Dodge County.

20. RIGHT OF REFUSAL AND TRANSPORTATION

(a) Washington County shall have the right to refuse to accept any inmate from Dodge County or other law enforcement agency that, in the judgment of Washington County, has a current illness or injury or is not fit for confinement as determined by the correctional intake staff and the Custody Authorization form which may adversely affect the operations of the Washington County Jail.

(b) Dodge County prisoners incarcerated in Washington County pursuant to this Agreement shall be transported to Washington County and at the expense of Washington County and shall be returned, if necessary, to Dodge County by Washington County personnel and, provided that notice of the necessity of transport is received by Washington County two (2) days prior to the time of expected transport. Washington County will transport prisoners to and from the Dodge County and Washington County jails a maximum of ten times per week on a schedule to be mutually agreed upon unless there are no prisoners needing to be transported or weather will not permit. Any transports in addition to the ten previously mentioned above will be at the expense of Dodge County. The costs will include the transporting staff wages in addition to mileage. For the purpose of this agreement a transport consists of one vehicle. Multiple vehicles needing to be used constitutes multiple transports.

(c) In the event Dodge County requests an inmate to be transferred at a time other than one of the mutually agreed ten scheduled transports per week, as described in paragraph 20(b) above, Dodge County shall be responsible for reimbursing Washington County for all of the costs associated with said transport and mileage at the rate of the official Nebraska allowable mileage rate. Washington County shall submit itemized billing on a monthly basis for these actual costs and actual miles driven transporting Dodge County inmates.

(d) Washington County will be responsible for bringing inmates to and from the Dodge County Correctional Facility for court appearances in Dodge County pursuant to paragraph 20(b) above. Dodge County will continue to be responsible for their supervision and security during the Court proceedings.

(e) During the term of this agreement Washington County will be compensated for mileage only to the extent of any increase in the official Nebraska allowable mileage rate currently set at 65.5 cents per mile. Washington County shall submit itemized billing on a monthly basis for actual miles driven and the excess mileage rate for transporting Dodge County inmates. This provision only applies to the regularly scheduled transports that may occur ten

times per week as described in paragraph 20(b) above.

21. INDEPENDENT CONTRACTOR

In providing services under this contract, Washington County is an independent contractor and neither it nor its' officers, agents or employees are employees of Dodge County for any purpose, including responsibility for any federal or state tax, industrial insurance or Social Security liability. Neither shall the provision of services under this Agreement give rise to any claim or career service or civil service rights, which may accrue to any employee of Dodge County under any applicable law, rule or regulation.

22. GENERAL PROVISIONS

(a) Severability. In the event any provisions of this Agreement shall be determined to be unenforceable or otherwise invalid for any reason, such provisions shall be enforced and valid to the extent permitted by law. All provisions of this Agreement are severable and unenforceability or invalidity of a single provision herein shall not affect the remaining provisions.

(b) Governing Law and Venue. This Agreement shall be governed by the laws of the State of Nebraska and venue for any lawsuit shall be the Dodge County or Washington County Courts.

(c) Attorney's Fees. Each party shall be responsible for their own attorney fees and costs as it may relate to the creation of the document, any subsequent document relating to this Agreement and any litigation that may arise from this Agreement

(d) Waiver of Breach. The waiver by either party of the breach of any provision of this Agreement by the other party must be in writing and shall not operate nor be construed as a waiver of any subsequent breach by such other party.

(e) Savings Clause. Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and wherever there is any conflict between any provisions of this Agreement and any statute, law, public regulation or ordinance, the latter shall prevail but in such event, the provisions of this Agreement affected shall be curtailed and limited only to the extent necessary to bring it within legal requirements.

(f) Filing. This Agreement shall be filed with the Washington and Dodge County Clerks.

23. SEPARATE LEGAL ENTITIES

This Agreement does not create a new legal entity or a new administrative entity.

24. INTERPRETATION

This Agreement has been submitted to the scrutiny of all parties and their counsel, if desired, and it shall be given a fair and reasonable interpretation in accordance with its words, without consideration or weight given to its being drafted by any party or its counsel. All words used in the singular shall include the plural; the present tense shall include the future tense; and the masculine gender shall include the feminine and neuter gender.

25. ACCESS TO RECORDS CLAUSE

The parties hereby agree that authorized representatives of the parties shall have access to any books documents, paper and record of the other party that are pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcription. All such records and all other records pertinent to this Agreement, and work undertaken pursuant to this Agreement shall be retained by the parties for a period of three (3) years after the final expiration date of this Agreement or any amendments hereto, unless a longer period is required to resolve audit, findings or litigation. In such cases, the parties may expressly agree by an amendment or separate agreement for such longer period for record retention.

26. ENTIRE AGREEMENT

This Agreement represents the entire integrated Agreement between Dodge County and Washington County and supersedes all prior negotiations, representations or agreement, either written or oral.

IN WITNESS WHEREOF, the above and foregoing Agreement has been executed in duplicate by the parties hereto and made affective on the day and year first above written.

COUNTY OF DODGE BOARD

WASHINGTON COUNTY BOARD

BY _____
Chairman

BY _____
Chairman

Dated _____

Dated _____

Attest:

Attest:

Dodge County Clerk

Approved as to form and Content

Washington County Clerk

Approved as to form and Content

Dodge County Attorney

Washington County Attorney

Exhibit A- Daily Rates

Washington County agrees to accept and house Dodge County's inmates for compensation per inmate at the rate of \$73.00 per day. The parties agree that Washington County will not charge a separate booking fee in addition to such rate. The date of booking into the Washington County Jail of Dodge County inmates, no matter how little time of a twenty-four (24) hour day it constitutes, shall count as one day, and shall be billed to Dodge County as a day of custody in Washington County. The day of release shall not be billed to Dodge County.

The effective date of this Rate is _____, 2023.

COUNTY OF DODGE BOARD

WASHINGTON COUNTY BOARD

BY _____
Chairman

BY _____
Chairman

Dated _____

Dated _____

Dodge County Clerk

Washington County Clerk

Approved as to Form and Content

Approved as to Form and Content

Dodge County Attorney

Washington County Attorney

